

Constitution

Magnis Energy Technologies Ltd ACN 115 111 763

Corporations Act 2001

Public Company Limited by Shares

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**CORPORATIONS ACT 2001
COMPANY LIMITED BY SHARES**

CONSTITUTION

OF

**MAGNIS ENERGY
TECHNOLOGIES LTD
ACN 115 111 763**

1. INTERPRETATION

1.1 Definitions

In this Constitution, unless the context otherwise requires:

Alternate Director means a person for the time being holding office as an alternate director of the Company under **Clause 15.1**;

Associate has the meaning given to that expression by Division 2 of Part 1.2 of the Corporations Act;

ASX means ASX Limited ACN 008 624 691;

ASX Settlement means ASX Settlement Pty Ltd ACN 008 504 532

ASX Settlement Operating Rules means the operating rules of the settlement facility provided by the ASX Settlement and any other rules of the ASX Settlement which are applicable while the Company is Listed, each as amended or replaced from time to time except to the extent of any express written waiver by ASX Settlement

Board means the Directors for the time being of the Company or such number of them as has authority to act for the Company;

Books has the meaning given in section 9 of the Corporations Act;

CHESS has the meaning given in section 2 of the ASX Settlement Operating Rules;

Company means Magnis Energy Technologies Ltd ACN 115 111 763;

Company Secretary means any person appointed to perform the duties of the secretary of the Company;

Corporations Act means the *Corporations Act 2001 (Cth)* as amended, supplemented or replaced from time to time;

Director means any person validly appointed as a director, including an Alternate Director;

Dividend includes an interim dividend and bonus;

Executive Director means a Director who is an employee (whether full-time or part-time) of the Company or of any related body corporate of the Company. It does not include a person acting solely as a Director;

Holding Lock has the meaning given in section 2 of the ASX Settlement Operating Rules;

Interested Director has the meaning give to that term in **Clause 17.3(c)**;

Legal Costs of a person means legal costs incurred by that person in defending an action for a Liability of that person;

Liability of a person means any liability incurred by that person as an officer of the Company or a subsidiary of the Company;

Listed means having been admitted to the official list of ASX and at the relevant time still being so admitted even though, for the avoidance of doubt, the quotation of the Company's securities may be suspended;

Listing Rules means the Listing Rules of ASX, and any other rules of ASX which are applicable while the Company is admitted to the official list of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX;

Managing Director means a person holding office as a managing director of the Company under **Clause 19.1**, and who may also be known as the chief executive officer;

Marketable Parcel has the meaning given to it in Listing Rule 19.12;

Plan has the meaning give to that term in **Clause 23.9(b)**;

Default Rate means a rate of interest that is 3% above the rate of interest charged by National Australia Bank Limited ACN 004 044 937 (or such other bank as the Company may nominate) in respect of overdraft facilities in excess of \$100,000;

Proportional Takeover Bid has the same meaning as given to that term by section 9 of the Corporations Act;

Record Date means 5:00pm (or, in the case of an ASX Settlement regulated transfer, a later time permitted by the ASX Settlement Operating Rules) on the date specified by the Company as the date by reference to which the Company will establish cum entitlement balances for the purpose of identifying the persons entitled to the benefit of a dividend;

Register of Members means the Register of Members to be kept pursuant to the Corporations Act and where appropriate includes a sub-register conducted by or for the Company;

Registered Office means the registered office for the time being of the Company;

Relevant Day means, in relation to a Proportional Takeover Bid, the day that is 14 days before the end of the period during which the offers under the Proportional Takeover Bid remain open;

Relevant Officer means a person who is, or has been, a Director or Company Secretary;

Replaceable Rules means the rules referred to in Section 141 of the Corporations Act;

Restricted Securities has the meaning given to it in Listing Rule 19.12;

SRN has the meaning given in section 2 of the ASX Settlement Operating Rules; and

Writing and **Written** shall include printing, lithography, photography, typewriting and any other mode of representing or reproducing words in a visible form.

1.2 Gender, Singular and Plural

Words importing persons includes bodies corporate and vice versa, words importing one gender only include the other gender and words importing the singular number only include the plural number and vice versa.

1.3 Meaning as in Corporations Act, ASX Settlement Operating Rules and Listing Rules

Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the Listing Rules or the ASX Settlement Operating Rules, the same meaning as in that provision of the Corporations Act, the Listing Rules or ASX Settlement Operating Rules (as the case may be).

1.4 Replaceable Rules not to apply

The Replaceable Rules do not apply to the Company.

1.5 Paramount Effect of Listing Rules

If the Company is admitted to the official list of ASX, the following clauses apply:

- (a) notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act shall not be done;
- (b) nothing contained in this Constitution prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Constitution to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision;
- (e) if the Listing Rules require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision; and
- (f) if any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is deemed not to contain that provision to the extent of the inconsistency.

2. SHARE CAPITAL AND VARIATION OF RIGHTS

2.1 Directors Control Unissued Shares

Subject to this Constitution, the Corporations Act, the Listing Rules and any rights for the time being attached to the shares in any special class of shares, all unissued shares, options or other securities are under the control of the Board who may issue and allot, grant options over or otherwise deal with or dispose of them at such times with such rights and privileges and on such terms and conditions as the Board determines.

2.2 Related Parties may not Participate in certain Securities Issues

Notwithstanding anything contained in this Constitution to the contrary, no related party of the Company within the meaning of the Corporations Act may participate directly or indirectly in an issue by the Company of unissued shares, options or other securities to the extent that his or her doing so would contravene the Listing Rules or the Corporations Act.

2.3 Partly Paid Shares

- (a) The number of partly paid shares (if any) must be reorganised in the same proportion as the other classes of shares. The reorganisation must not include cancellation or reduction of the total amount payable and unpaid by the holder.
- (b) The holder of a partly paid share must not be entitled to a greater proportion of either:
 - (i) a dividend;
 - (ii) an issue of bonus shares,
 than the proportion which the amount paid on the share is of the total amounts payable.

2.4 Preference Shares

- (a) The Company may issue preference shares including preference shares that are liable to be redeemed.
- (b) The holder of a preference share is entitled to return of capital in preference to holders of ordinary shares when the Company is wound up but shall not be entitled to participate in any surplus assets of the Company.
- (c) The holder of a preference share is entitled to a dividend at a commercial rate, as determined by the Board at the time of issue, in preference to ordinary shareholders.
- (d) The holder of a preference share has the right to vote at any general meeting of the Company in each of the following circumstances and in no others:
 - (i) during a period which a dividend (or part of a dividend), in respect of the share, is in arrears;

- (ii) on a proposal to reduce the Company's share capital;
 - (iii) on a resolution to approve the terms of a buy back agreement;
 - (iv) on a proposal that affects rights attached to the share;
 - (v) on a proposal to wind up the Company;
 - (vi) on a proposal for the disposal of the whole of the Company's property, business and undertaking; and
 - (vii) during the winding up of the Company.
- (e) Holders of preference shares have the same rights as holders of ordinary shares in relation to receiving notices, reports and audited accounts, and attending general meetings of the Company.

2.5 Variation or Cancellation of Class Rights

- (a) Subject to the Listing Rules, if at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied or cancelled with:
- (i) the consent in writing of members holding 75 per cent of the voting rights attaching to the shares of that class; or
 - (ii) the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class.
- (b) The rights conferred on the holders of shares in any class are not altered or abrogated by the creation or issue of further shares of the same class ranking equally with or in priority to the shares already issued, unless expressly provided in the terms of issue of the shares already issued.
- (c) The provisions of this Constitution relating to general meetings apply so far as they are capable of application and mutatis mutandis to every such separate meeting except that:
- (i) a quorum shall be 2 persons holding, or representing by proxy, at least one-third of the issued shares of the class save where there is only one member holding shares in that class, in which case that member shall constitute a quorum; and
 - (ii) any holder of shares of the class, present in person or by proxy, may demand a poll.

2.6 Equitable Ownership

Except as required by law, the Company is not bound by or compelled in any way to recognise (whether or not it has notice of the interest or rights concerned) any equitable, contingent, future or partial interest in any share or unit of a share or (except as otherwise provided by this Constitution or by law) any other right in respect of any share except an absolute right of ownership in the registered holder.

2.7 Joint Holders

- (a) If two or more persons are registered as joint holders of any share:
 - (i) they hold that share as joint tenants with rights of survivorship, subject to the provisions of this Constitution as to joint holdings; and
 - (ii) the joint member named first in the Register of Members in respect of that share is treated as being the sole owner of the share in relation to the receipt of dividends, service of notices and all other matters connected with the Company except the transfer of shares, the right to vote, delivery of certificates and liability for calls or instalments.
- (b) Except where otherwise provided by the ASX Settlement Operating Rules, the Company is not required to register more than 3 persons as joint holders of a share.

2.8 Brokerage and Commission on Subscription for Unissued Shares

Subject to the Corporations Act:

- (a) the Company may exercise the power to make payments by way of brokerage or commission in connection with subscriptions for unissued shares; and
- (b) payments by way of brokerage or commission may be satisfied by the payment of cash, by the allotment of fully or partly paid shares or partly by the payment of cash and partly by the allotment of fully or partly paid shares.

3. SHAREHOLDING STATEMENTS AND CERTIFICATES FOR SECURITIES

3.1 Uncertificated Holdings

Notwithstanding any other provision of this Constitution, the Board may determine not to issue certificates in respect of securities of the Company or may determine to cancel those certificates without issuing any replacement certificates where that practice is not contrary to the Corporations Act, the Listing Rules or the ASX Settlement Operating Rules.

3.2 Holding Statements

Where the Board has determined (pursuant to **Clause 3.1**) not to issue certificates in respect of securities, or to cancel existing certificates, a member will be entitled, without payment, to receive such statements of its holdings as the Company is required to give pursuant to the Corporations Act, the Listing Rules or the ASX Settlement Operating Rules.

3.3 Where Certificates are Issued

Where the Board determines to issue certificates in respect of securities of the Company, **Clauses 3.4 to 3.6** will apply.

3.4 Certificates to be Issued under Seal

Certificates of title to securities may be issued under the common seal of the Company or by two Directors or a Director and a Company Secretary signing the certificates of title and otherwise in accordance with the Corporations Act and, where applicable, the Listing Rules and the ASX Settlement Operating Rules.

3.5 Joint Holders

The Company is not bound to issue more than one certificate or statement for shares or options held by several persons.

3.6 Loss or Destruction of Certificates

Where the Company receives evidence satisfactory to the Board that a certificate of title to securities has been lost or destroyed, the Company must (on application by the owner of the securities and payment of such fee as the Board requires) issue a duplicate certificate in accordance with the Corporations Act and the Listing Rules. Duplicate certificates issued in accordance with this clause must be clearly marked "Duplicate certificate issued in replacement of certificate numbered: [number]".

4. LIEN

- (a) The Company has a first and paramount lien on every share where:
 - (i) an unpaid call or instalment is due but unpaid on that share;
 - (ii) the share was acquired under an employee incentive scheme and an amount is owed to the Company for acquiring that share; or
 - (iii) the Company is required by the Corporations Act to pay (and has paid) an amount in respect of that share (whether held by a member or a deceased former member).
- (b) The Board may at any time exempt a share wholly or in part from the provisions of this clause.
- (c) The Company's lien on a share extends to all Dividends or other money payable in respect of the share and any proceeds of sale of the share.
- (d) The Company may do all such things as may be necessary or appropriate for it to do under the ASX Settlement Operating Rules to protect any lien, charge or other right to which it may be entitled under any Act or this Constitution.

5. CALLS ON SHARES

5.1 Board may make Calls

Subject to compliance with the Corporations Act and the Listing Rules, the Board may (in accordance with the terms of issue of a share) make calls on members in respect of any moneys unpaid on the shares held by them, unless and to the extent that the terms of those shares require those moneys to be paid at fixed times.

5.2 Notice of Call

- (a) Notice of any call made by the Company must be given to ASX and the member in Writing.
- (b) The notices must be given in accordance with the Listing Rules.
- (c) The non-receipt of a notice of any call or the accidental omission to give notice of any call to any member will not invalidate the call.

5.3 Members Liable to Pay Calls

- (a) If a share held by a member is partly paid, the member is liable to pay calls on the share in accordance with the terms on which the share was issued.
- (b) Subject to the Listing Rules, the Board may revoke or postpone a call.
- (c) If a member does not pay a sum called on a share in accordance with the terms on which the share was issued, all amounts unpaid on that share will immediately become due and payable.

5.4 Joint and Several Liability

The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.

5.5 Interest on Calls

If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the person from whom the sum is due must pay interest on the sum from the day appointed for payment of the sum to the time of actual payment at such rate not exceeding the Prescribed Rate as the Board may determine, but the Board may in its discretion waive payment of that interest wholly or in part.

5.6 Deemed Calls

Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, will for the purposes of this Constitution be deemed to be a call duly made and payable on the date on which the sum becomes payable, and in case of non-payment, all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture, or otherwise apply as if the sum has become payable by virtue of a call duly made and notified.

6. EXERCISE OF LIEN

- (a) Subject to **Clause 6(b)** the Company may sell any share on which the Company has a lien to enforce the lien on that share in such manner as the Board thinks fit.
- (b) A share on which the Company has a lien must not be sold unless:
 - (i) a sum in respect of which the lien exists is presently payable; and
 - (ii) at least **14 days** before the date of sale the Company has given to the registered holder of the share or the person entitled to the

share by reason of the death, bankruptcy or mental incapacity of the registered holder a notice in Writing specifying the amount presently payable on the share and in respect of which the lien exists and demanding payment of that amount and the amount is not paid in accordance with the notice.

- (c) In the case of a share in a CHESS holding, any notice under **Clause 6(b)(ii)** must comply with the Listing Rules and the ASX Settlement Operating Rules.

7. FORFEITURE OF SHARES

7.1 Notice for Payment

- (a) If a member fails to pay any call or instalment of a call on the day appointed for payment of the call or instalment, the Board may at any time when any part of the call or instalment remains unpaid, serve a notice on that member requiring payment of the unpaid amount together with any interest which may have accrued.
- (b) The notice must name a day (at least 14 days from the date of service of the notice) on or before which the payment is to be made and must state that if the payment is not made on or before the day specified in the notice, each share in respect of which the call was made will be liable to be forfeited.

7.2 Non-Compliance with Notice for Payment

- (a) If the requirements of a notice served under **Clause 7.1** are not complied with, any share in respect of which the notice has been given may at any time before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
- (b) Such forfeiture will include all Dividends declared in respect of the forfeited share and not actually paid before the forfeiture.
- (c) Forfeiture of shares in a CHESS holding must comply with the ASX Settlement Operating Rules.

7.3 Sale of Forfeited Shares

Subject to the Listing Rules, a forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit, and at any time before a sale or disposition the forfeiture may be cancelled by resolution passed at a meeting of members.

7.4 Continuing Liability

A person whose share has been forfeited ceases to be a member in respect of the forfeited share, but remains liable to pay to the Company all money which at the date of forfeiture was payable by that person to the Company in respect of the share (including interest at the Prescribed Rate per annum from the date of forfeiture) but his or her liability ceases if and when the Company receives payment in full of all money due in respect of the share.

7.5 Evidence of Forfeiture

A statutory declaration in Writing that the declarant is a Director or the Company Secretary, and that a share in the Company has been duly forfeited on a date stated in the declaration, is conclusive evidence of the facts stated in the declaration as against all persons claiming to be entitled to the share.

7.6 Cancellation

The Company may cancel forfeited shares if the cancellation is approved by a resolution of members passed at a general meeting so long as:

- (a) the notice of the meeting contains the information prescribed by the Listing Rules; and
- (b) the holder of the forfeited shares the subject of the cancellation shall remain liable for the amount called but unpaid on the shares (unless the holders of ordinary shares approve otherwise).

8. SALE ON EXERCISE OF LIEN OR FORFEITURE

8.1 The Sale Process

If the Company is entitled to sell a share over which the Company has a lien in accordance with **Clause 6** or a forfeited share in accordance with **Clause 7.3**, the Company may:

- (a) receive the consideration, if any, given for a share on any sale or disposition of the share and apply to proceeds of sale in accordance with **Clause 8.2**;
- (b) execute a transfer of the share in favour of the person to whom the share is sold or disposed of and do all things necessary or desirable for it to do under the ASX Settlement Operating Rules to effect the transfer; and
- (c) upon the execution of the transfer, register the transferee as the holder of the share and is not bound to see to the application of any money paid as consideration.

8.2 Proceeds of Sale

The Company must apply to proceeds of a sale of any shares under **Clause 8.1** in the following order:

- (a) the expenses of the sale;
- (b) all amounts due and unpaid in respect of those shares and any other amount payable to the Company by the person entitled to the share prior to the sale or forfeiture of the share; and
- (c) the balance (if any) to the person entitled to the share prior to the sale or forfeiture of the share.

8.3 No Irregularities or Invalidity on Transfer

The title of the transferee to the share is not affected by any irregularity or invalidity in connection with the exercise of the lien, forfeiture, sale or disposal of the share. The remedy (if any) of any person aggrieved by any such irregularity or invalidity is in damages only against the Company exclusively.

9. TRANSFER OF SHARES

9.1 Transfer

Subject to this Constitution, a member may transfer all or any of their shares by:

- (a) any method of transferring or dealing in shares introduced by ASX or operated in accordance with the ASX Settlement Operating Rules or the Listing Rules, and recognised by the Corporations Act; or
- (b) an instrument in writing in any usual or common form or in any other form that the Board or ASX approves.

9.2 Participation in CHESS

- (a) The Board may do anything permitted by the Corporations Act, the Listing Rules and the ASX Settlement Operating Rules which it considers necessary or appropriate in connection with the participation by the Company in any computerised or electronic system established or recognised by the Corporations Act and the Listing Rules or the ASX Settlement Operating Rules for the purpose of facilitating dealings in marketable securities.
- (b) The Company must allow holders of securities on the sub-register to maintain more than one holding on that sub-register. Each holding must be identified by a unique SRN. Each holding must be treated as a separate holding for determining the benefits and entitlements.
- (c) When the Company creates a new holding on the issuer sponsored sub-register, it must allocate a unique SRN for that holding.
- (d) If the Company participates in an electronic transfer system as provided in **Clause 9.2(a)** then, notwithstanding any other provision of this Constitution:
 - (i) shares may be transferred and transfers may be registered in any manner required or permitted by the Listing Rules or the ASX Settlement Operating Rules applying in relation to that system;
 - (ii) the Company must comply with any obligations which are imposed on it by the Corporations Act, the Listing Rules or the ASX Settlement Operating Rules in connection with a transfer in accordance with **Clause 9.1**; and
 - (iii) the Company must not prevent, delay or interfere with the registration of a transfer in accordance with **Clause 9.1** except as permitted by the Corporations Act, the Listing Rules or the ASX Settlement Operating Rules.

9.3 Registration

- (a) Other than in accordance with the Listing Rules, the Company must not charge a fee for registering a transfer or issuing routine statements.
- (b) Where a member seeks to transfer all or any of the member's shares in accordance with **Clause 9.1**, the Company may only register a transfer of shares where an instrument satisfying that clause is delivered to the Company at the Registered Office and the instrument:
 - (i) is, where necessary, duly stamped;
 - (ii) is executed by or on behalf of both the transferor and the transferee, except where execution by either the transferor or transferee is not required by, or is treated as having been executed by the Corporations Act, the Listing Rules or the ASX Settlement Operating Rules;
 - (iii) except where otherwise permitted by the Corporations Act, the Listing Rules or the ASX Settlement Operating Rules, is accompanied by the certificate of title (if any) to the shares the subject of the transfer together with such other evidence as the Board may require to prove the title of the transferor or the transferor's right to transfer the shares; and
 - (iv) relates only to shares of one class.

9.4 Transferor Remains Holder

A transferor of shares remains the registered holder of the shares transferred until:

- (a) transfer in accordance with **Clause 9.1(a)** has taken effect in accordance with the ASX Settlement Operating Rules; or
- (b) the transfer is registered and the name of the transferee is entered in the Register of Members in respect of the shares to be transferred,

whichever occurs first.

9.5 Restricted Securities

- (a) Restricted Securities cannot be disposed of by the holder of those Restricted Securities during the escrow period except as permitted by the Listing Rules or ASX.
- (b) The Company will refuse to acknowledge a disposal of Restricted Securities during the escrow period except as permitted by the Listing Rules or ASX.
- (c) During a breach of the Listing Rules relating to Restricted Securities, or a breach of a restriction agreement, the holder of the Restricted Securities is not entitled to any dividend or distribution, or voting rights, in respect of the Restricted Securities.

9.6 Small Holdings

- (a) The Company may, once in any 12 month period, sell the shares of a member who has less than a Marketable Parcel of those shares if:
 - (i) the Company has notified the member in writing of its intention to sell those shares;
 - (ii) the member has been given at least 6 weeks from the date the notice referred to in **Clause 9.6(a)(i)** is sent in which to advise the Company that the member wishes to retain the holding;
 - (iii) the member has not notified the Company (pursuant to subparagraph **Clause 9.6(a)(ii)**) that the member wishes to retain the holding; and
 - (iv) neither a takeover offer nor a takeover announcement has been made in respect of the Company or, if one has been made in respect of the Company, the offers made, under that takeover offer or takeover announcement, have been closed.
- (b) The costs of sale of the shares of a member who has less than a Marketable Parcel of those shares under **Clause 9.6(a)** must be paid by the Company or the purchaser of the shares.
- (c) The proceeds of the sale of the shares of a member who has less than a Marketable Parcel of those shares will not be sent to the member until the Company has received the certificate of title (if any) issued in respect of those shares (or is satisfied that the certificate has been lost or destroyed).

9.7 Board Declining Registration

The Board:

- (a) may in its absolute discretion decline to register a transfer of shares (other than a transfer in accordance with **Clause 9.1(a)**) where to do so would not contravene the Corporations Act, Listing Rules or the ASX Settlement Operating Rules; and
- (b) must decline to register a transfer of shares:
 - (i) where required by the Corporations Act, the Listing Rules or the ASX Settlement Operating Rules; or
 - (ii) that are Restricted Securities during the escrow period except as permitted by the Listing Rules or ASX.

9.8 Notice of Refusal to Register

- (a) If the Board declines to register a paper based transfer under **Clause 9.7**, the Company must notify the transferee (and the broker (if any)) of the refusal to register and the reason for the refusal within 5 Business Days after the day on which the transfer was lodged with the Company.
- (b) The failure to provide a notice pursuant to **Clause 9.8(a)** will not invalidate the decision of the Board.

- (c) The Company must not require a statutory declaration or other document in connection with ownership restrictions of shares before it will register a transfer document.

9.9 Holding Locks

- (a) The Company may apply a Holding Lock to securities where permitted to do so under the Listing Rules and the ASX Settlement Operating Rules.
- (b) If the Company asks for a Holding Lock to be applied in accordance with the Listing Rules and the ASX Settlement Operating Rules, the Company must notify the holder of those securities of the Holding Lock and the reason for its application within 5 Business Days after the day on which the Company asked for the Holding Lock.

9.10 Retention of Instruments of Transfer

On delivery of an instrument of transfer to the Company, property in and title to that instrument of transfer, but not the underlying shares, passes to the Company which will be entitled to absolute possession of that instrument.

9.11 Powers of Attorney

Any power of attorney granted by a member empowering the attorney to transfer shares to which the member is entitled that is lodged with or produced or exhibited to the Company or any officer of the Company will be treated as continuing and remaining in full force and effect, as between the Company and the grantor of that power, and the power of attorney may be acted on, until express notice in writing that it has been revoked or notice of the death of the grantor has been given and lodged at the Registered Office or at the place where the Register of Members is kept.

10. TRANSMISSION OF SHARES

10.1 Recognition of Title - Shares Not Held Jointly

If a member dies and owns any share solely, the Company must recognise only the personal representative of the deceased member as being entitled to the deceased member's share.

10.2 Recognition of Title - Shares held Jointly

If a member dies and owns any share jointly with another person, the Company must recognise only the surviving joint holder as being entitled to the deceased member's interest in those shares. The estate of the deceased member is not released from any liability in respect of those shares.

10.3 Persons Entitled upon Death

Subject to the ASX Settlement Operating Rules:

- (a) if the personal representative of a deceased member gives the Board the information the Board reasonably requires to establish the personal representative's entitlement to be registered as holder of a share, the personal representative may:

- (i) by giving a Written and signed notice to the Company, elect to be registered as the holder of the share; or
- (ii) by giving a completed transfer form to the Company, transfer the share to another person,

and the personal representative is entitled, whether or not registered as the holder of the share, to the same rights as the deceased member, except that the personal representative will not before being registered as a member in respect of the share be entitled to exercise any right conferred by ownership of that share in relation to meetings of the Company;

- (b) on receiving an election under **Clause 10.3(a)(i)**, the Company must register the personal representative as the holder of the share; and
- (c) a transfer under **Clause 10.3(a)(ii)** is subject to the same rules as apply to the transfer of shares generally.

10.4 Persons Entitled Upon Bankruptcy

Subject to the ASX Settlement Operating Rules:

- (a) if a person who is entitled to a share because of the bankruptcy of a member gives the Board the information the Board reasonably requires to establish the person's entitlement to be registered as the holder of the share, the person may:
 - (i) by giving a Written and signed notice to the Company, elect to be registered as the holder of the share; or
 - (ii) by giving a completed transfer form to the Company, transfer the share to another person;
- (b) on receiving an election under **Clause 10.4(a)(i)**, the Company must register the person as the holder of the share;
- (c) a transfer under **Clause 10.4(a)(ii)** is subject to the same rules as apply to transfers of shares generally; and
- (d) this **Clause 10.4** has effect subject to the law of bankruptcy.

10.5 Persons Entitled upon Mental Incapacity

Subject to the ASX Settlement Operating Rules:

- (a) if a person who is entitled to a share because of the mental incapacity of a member gives the Board the information the Board reasonably requires to establish the person's entitlement to be registered as the holder of the share, the person may:
 - (i) by giving a Written and signed notice to the Company, elect to be registered as the holder of the share; or
 - (ii) by giving a completed transfer form to the Company, transfer the share to another person,

and the person is entitled, whether or not registered as the holder of the share, to the same rights as the member;

- (b) on receiving an election under **Clause 10.5(a)(i)**, the Company must register the person as the holder of the share; and
- (c) a transfer under **Clause 10.5(a)(ii)** is subject to the same rules as apply to transfers generally.

10.6 Rights of Joint Holders

Where two or more persons are jointly entitled to any share in consequence of the death of the registered holder they shall, for the purposes of this Constitution, be deemed to be joint holders of the share.

11. ALTERATION OF CAPITAL

11.1 Alteration of Capital

The Company in general meeting may increase, divide, consolidate or reduce its share capital if it complies with the Corporations Act and the Listing Rules.

11.2 Share Buy-back

The Company may buy shares in itself on terms and at times determined by the Board in accordance with the Corporations Act and the Listing Rules.

12. PROPORTIONAL TAKEOVER BIDS

12.1 Approval of Proportional Takeover Bids

- (a) Subject to the Listing Rules, where offers have been made under a Proportional Takeover Bid in respect of securities in the Company, the registration of a transfer giving effect to a takeover contract for the bid is prohibited unless and until a resolution to approve the Proportional Takeover Bid is passed in accordance with the provisions of this clause.
- (b) A person (other than the bidder or an associate of the bidder) who, as at the end of the day on which the first offer under the Proportional Takeover Bid was made, held securities in that class is entitled to vote on a resolution in respect of the bid and, for the purpose of so voting, is entitled to one vote for each of the securities held in that class.
- (c) A resolution in respect of a Proportional Takeover Bid is to be voted on at a meeting, convened and conducted by the Company, of the persons entitled to vote on the resolution.
- (d) The provisions of these rules that apply in relation to a general meeting of the Company, with such modifications as the circumstances require, apply in relation to a meeting that is convened to vote on a resolution in respect of a Proportional Takeover Bid as if such a meeting was a general meeting of the Company.

- (e) A resolution in respect of a Proportional Takeover Bid that has been voted on in accordance with this rule, is taken to have been passed if the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution is greater than one half, and otherwise is taken to have been rejected.
- (f) Where offers have been made under a Proportional Takeover Bid then the Board must ensure that a resolution to approve the Proportional Takeover Bid is voted on in accordance with this rule before the Relevant Day.
- (g) Where a resolution to approve a Proportional Takeover Bid is voted on, in accordance with this rule, before the Relevant Day, the Company must, on or before the Relevant Day:
 - (i) give to the bidder; and
 - (ii) serve on each relevant securities exchange in relation to the Company,

a notice in writing stating that a resolution to approve the Proportional Takeover Bid has been voted on and whether the resolution has been passed, or has been rejected, as the case requires.
- (h) Where, at the end of the day before the Relevant Day no resolution to approve the Proportional Takeover Bid has been voted on in accordance with this rule, a resolution to approve the Proportional Takeover Bid is to be, for the purpose of this clause, deemed to have been passed in accordance with this clause.
- (i) Where a resolution to approve a Proportional Takeover Bid is rejected, then:
 - (i) notwithstanding section 652A of the Corporations Act, all offers under the Proportional Takeover Bid that have not, as at the end of the Relevant Day, been accepted, and all offers (in this paragraph referred to as 'accepted offers') under the Proportional Takeover Bid that have been accepted and from whose acceptance binding contracts have not resulted, at the end of the Relevant Day, are deemed to be withdrawn at the end of the Relevant Day;
 - (ii) the bidder is, as soon as practicable after the end of the Relevant Day, to return to each person who has accepted any of the accepted offers any documents that were sent by the person to the bidder with the acceptance of the offer;
 - (iii) the bidder is entitled to rescind, and is required, as soon as practicable after the end of the Relevant Day, to rescind, each binding contract resulting from the acceptance of an offer made under the Proportional Takeover Bid; and
 - (iv) a person who has accepted an offer made under the Proportional Takeover Bid is entitled to rescind the contract (if any) resulting from that acceptance.

- (j) This clause ceases to have effect on the third anniversary of the later of the date of adoption or last renewal of this clause.

13. GENERAL MEETINGS

13.1 Annual General Meetings

Annual general meetings must be held in compliance with the Corporations Act and the Listing Rules.

13.2 Calling of Meetings of Members

- (a) A Director may call a meeting of members.
- (b) Members' rights to call a meeting of members are as set out in the Corporations Act.

13.3 Cancelling a Meeting of Members

- (a) Subject to the Corporations Act and the Listing Rules:
 - (i) if a general meeting of members was convened pursuant to direction of the Board, the Board may resolve to change any one or more of the place, date and time of or cancel that meeting;
 - (ii) if a general meeting of members was convened by a Director, only that Director may change any one or more of the place, date and time of or cancel that meeting;
 - (iii) if a general meeting of members was convened by or pursuant to a request of a member or members, only that member or such number of those members as were, together, entitled to convene the meeting, may do any one or more of change the place, date and time of or cancel that meeting.
- (b) If a meeting is cancelled, the Board must procure that each person who was entitled to receive notice of the cancelled meeting, receives notice of the cancellation of the meeting in a manner authorised by **Clause 25** and in accordance with the Corporations Act and the Listing Rules.

13.4 Notice of General Meeting

- (a) A notice of a general meeting must satisfy the requirements of the Corporations Act and the Listing Rules and must:
 - (i) set out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this); and
 - (ii) state the general nature of the meeting's business; and
 - (iii) if a special resolution is to be proposed at the meeting - set out the intention to propose the special resolution and state the resolution;

- (iv) if a member is entitled to appoint a proxy, include a proxy form that complies with the Listing Rules and contains a statement setting out the following information:
 - (A) that the member has a right to appoint a proxy;
 - (B) whether or not the proxy needs to be a member of the Company;
 - (C) that a member who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise;
 - (D) specify a place and a fax number for the purposes of receipt of proxy appointments.
- (b) Notice of every general meeting of the Company must be given in a manner authorised by **Clause 25** and in accordance with the Corporations Act and the Listing Rules to:
 - (i) every member;
 - (ii) every Director;
 - (iii) the auditors of the Company; and
 - (iv) ASX,

and no other person is entitled to receive notice of a general meeting of the Company unless the Corporations Act or the Listing Rules otherwise require.

13.5 Notice of Adjourned Meetings

When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for **1 month** or more.

13.6 Resolutions of Sole Member

If at any time the Company has only one member that member may pass a resolution by recording it and signing the record.

13.7 Technology

13.7.1 The Company may hold a meeting of Members at a time determined by the Directors:

- (a) at one or more physical venues;
- (b) at one or more physical venues and using virtual meeting technology; and
- (c) using virtual meeting technology only,

provided that, in each case, Members as a whole are given a reasonable opportunity to participate in the meeting, and otherwise in the manner determined by the Directors.

13.7.2 If the Directors elect to use virtual meeting technology for a general meeting of the Company, the Directors will determine the type of virtual meeting technology to be used, which may include any combination of telephone, video conferencing, messaging, smartphone application or any other audio and/or visual device which permits instantaneous communication.

13.8 Prepared Announcements

Where a prepared announcement is to be delivered at a general meeting, a copy must

be given to ASX prior to the start of the meeting.

13.9 Outcomes of Meeting

Details of the outcome of each resolution put to a meeting of members must be provided to ASX in accordance with the Listing Rules.

14. PROCEEDINGS AT GENERAL MEETING

14.1 Quorum

- (a) No business may be transacted at any general meeting unless a quorum of members is present. The quorum for a meeting of members is 2 members and the quorum must be present at all times during the meeting unless the Company has only one member, in which case that member shall constitute a quorum.
- (b) In determining whether a quorum is present, individuals attending as proxies or body corporate representatives must be counted. However, if a member has appointed more than one proxy or representative, only one such proxy or representative shall be counted. If an individual is attending both as a member and as a proxy or body corporate representative, such individual is to be counted only once. If an individual is attending as a proxy or body corporate representative for more than one member, such individual is to be counted only once.

14.2 No Quorum Present

- (a) A meeting of members that does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting must be adjourned to another date, time and place specified by the Board. If the Board does not specify one or more of those things, the meeting is adjourned to:
 - (i) if the date is not specified, the same day in the next week;
 - (ii) if the time is not specified, the same time; and
 - (iii) if the place is not specified, the same place.
- (b) If no quorum is present at the resumed meeting within 30 minutes after the time appointed for the meeting, the meeting is dissolved.

14.3 Chairing Meetings of Members

- (a) The chairperson of the Board will preside as chairperson at every meeting of members.
- (b) If there is no chairperson of the Board or such chairperson is not available, or declines, to act as chairperson for the meeting (or part of the meeting) then the Board must elect an individual present to chair the meeting (or part of it).
- (c) The members at a meeting of members must elect a member present to chair the meeting (or part of it) if the chairperson of the Board is not available, or declines, to act as chairperson for the meeting (or part of the meeting) and:
 - (i) a chairperson has not previously been elected by the Board to chair the meeting; or
 - (ii) a previously elected chairperson is not available, or declines, to

act as chairperson for the meeting (or part of the meeting).

14.4 Adjournment of Meetings

- (a) The chairperson of a meeting of members must adjourn the meeting if the members present with a majority of votes at the meeting agree or direct that the chairperson must do so.
- (b) Only unfinished business is to be transacted at a meeting of members resumed after an adjournment. A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
- (c) When a meeting of members is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for **1 month** or more.
- (d) Except as provided by **Clause 14.4(c)**, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

14.5 Voting Procedure

- (a) A resolution put to the vote at a meeting of members must be decided on a show of hands unless a poll is demanded in accordance with **Clause 14.6(a)** or otherwise in accordance with the Corporations Act.
- (b) Before a vote is taken the chairperson must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) On a show of hands, a declaration by the chairperson of the meeting is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against the resolution.

14.6 Procedure for a Poll

- (a) Subject to **Clause 14.6(c)**, a poll may be demanded on any resolution by:
 - (i) at least 5 members entitled to vote on the resolution; or
 - (ii) members with at least 5% of the votes that may be cast on the resolution on a poll; or
 - (iii) the chairperson.
- (b) A poll duly demanded on a matter other than the election of a chairperson or the question of an adjournment must be taken when and in the manner directed by the chairperson.
- (c) No poll may be demanded on any resolution concerning the election of a chairperson or the adjournment of any meeting.

14.7 Chairperson's Casting Vote

In the event that the number of votes cast in favour of a resolution is equal to the number of votes cast against the resolution, the chairperson has a casting vote in addition to any vote that they may in their capacity as a member.

14.8 Voting

- (a) Subject to the Listing Rules and to this Constitution and to any rights or restrictions attached to any class or classes of shares:
 - (i) at a meeting of members or a class of members each member entitled to vote may vote in person or by proxy or attorney;
 - (ii) on a show of hands each person present who is a member or a representative of a member and who has a right to vote, has one vote; and
 - (iii) on a poll each member present in person or by proxy, attorney or other duly authorised representative has one vote for each fully paid share held; and subject to **Clause 14.10**, a fraction of a vote for each partly paid share.
- (b) A resolution of members will be passed by a simple majority unless otherwise required under the Corporations Act, the Listing Rules or this Constitution.

14.9 Joint Holders

If a share is held jointly and more than one member votes in respect of that share, only the vote of the member whose name appears first in the Register of Members will be counted.

14.10 Disqualification from Voting

A member is not entitled to vote at a meeting of members unless all calls or other sums presently payable by him in respect of any shares in the Company have been paid.

14.11 Objection to a Vote

A challenge to a right to *vote* at a meeting of members may only be made at the meeting and must be determined by the chairperson of the meeting, whose decision is final.

14.12 Appointment of Proxy

- (a) A member who is entitled to attend and cast a vote at a meeting of members may appoint a person as the member's proxy to attend and vote for the member at the meeting.
- (b) The appointment may specify the proportion or number of votes that the proxy may exercise.
- (c) Each member may appoint a proxy. If the member is entitled to cast 2 or more votes at the meeting, they may appoint 2 proxies. If the member

appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes each proxy may exercise half of the votes.

- (d) Fractions of votes resulting from the application of **Clauses 14.12(b)** or **14.12(c)** shall be disregarded.

14.13 Effect of Member's Presence on Proxy's Authority

A proxy's authority to speak and vote for a member at a meeting of members is suspended while the member who appointed the proxy is present at the meeting.

14.14 Lodgement of Proxy Forms

- (a) In order for an appointment of a proxy for a meeting of members to be effective, the following documents must be received by the Company at least **48 hours** before the meeting (or such shorter time determined by the Board):
 - (i) the proxy's appointment; and
 - (ii) if the appointment is signed by the appointer's attorney, the authority under which the appointment was signed or a certified copy of the authority.
- (b) If a meeting of members has been adjourned, an appointment of a proxy and any authority under which it is signed which is received by the Company at least **48 hours** before the resumption of the meeting are effective for the resumed part of the meeting.

14.15 Validity of Proxy

Unless the Company has received Written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy or attorney votes:

- (a) the appointing member dies;
- (b) the member is mentally incapacitated;
- (c) the member revokes the proxy's appointment;
- (d) the member revokes the authority under which the proxy was appointed by a third party; or
- (e) the member transfers the shares in respect of which the proxy was given.

15. DIRECTORS

15.1 Alternate Directors

- (a) With the approval of the other Directors, a Director may appoint a person to be an Alternate Director and to exercise some or all of the Director's powers for such period as the Director thinks fit.

- (b) If the appointing Director requests the Company to give the Alternate Director notice of Board meetings, the Company must do so.
- (c) The exercise of a Director's powers by an Alternate Director is just as effective as if the powers were exercised by the Director.
- (d) The appointing Director may terminate the Alternate Director's appointment at any time.
- (e) The appointment of an Alternate Director or its termination must be in Writing. A copy must be given to the Company.
- (f) An Alternate Director may attend Board meetings but is not entitled to speak or vote or be counted for purposes of determining whether a quorum is present while the Director who appointed that Alternate Director is present.

15.2 Delegation to a Committee

- (a) The Board may delegate any of their powers to a committee of Directors.
- (b) A committee must exercise the powers delegated to it in accordance with any directions of the Board. The effect of the committee exercising a power in this way is the same as if the Board exercised it.

15.3 Validity of Acts

All acts done by any meeting of the Board or of a committee of Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of the committee or that person so appointed was disqualified, are valid as if the person had been duly appointed and was qualified to be a Director, or member of the committee.

16. APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

16.1 Election of Directors

The Company must hold an election of Directors each year.

16.2 Nomination of Directors

Nominations for the election of Directors must be accepted up to 35 Business Days (in the case of a meeting that members have requested Directors to call, 30 Business Days) before the date of a general meeting at which Directors may be elected. The Company may accept nominations closer to the date of the general meeting at the Board's discretion. If Directors may be elected at a general meeting, the Company Secretary must notify ASX in accordance with the Listing Rules.

16.3 Election of Directors - Rotation

Directors must not hold office (without re-election) after the 3rd annual general meeting following the Director's appointment or 3 years, whichever is longer. However, a Director appointed to fill a casual vacancy or as an addition to the Board must not hold office (without re-election) past the next annual general

meeting. This clause does not apply to the Managing Director (but if there is more than one Managing Director, only one is entitled not to be subject to re-election).

16.4 Continuing Directors

The Directors who hold office at the date of adoption of this Constitution continue in office subject to this Constitution.

16.5 Number of Directors

- (a) The Company must have at least 3 Directors.
- (b) At least 2 Directors must ordinarily reside in Australia.

16.6 Fulfilment of Casual Vacancy

- (a) The Directors may at any time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.
- (b) A Director appointed under **Clause 16.6(a)** must retire at the next following annual general meeting of the Company and will then be eligible for re-election.
- (c) **Clause 16.6(b)** does not apply to the Managing Director (or the first appointed Managing Director if there is more than one).

16.7 Removal of Directors

The Company in general meeting may, in addition to any power conferred by the Corporations Act, by resolution remove any Director and may, if so desired, by resolution appoint a replacement Director.

16.8 Directors need not be Members

A Director need not be a member.

16.9 Vacation of Director's Office

In addition to the circumstances prescribed by the Corporations Act, the office of a Director becomes vacant if the Director:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Corporations Act relating to mental health;
- (b) resigns by notice in writing to the Company;
- (c) is absent without tendering any apologies to the other Directors, from meetings of the Directors held during a period of 6 months;
- (d) is removed as a Director under this Constitution;
- (e) becomes bankrupt or suspends payment or compounds with that Director's creditors; or
- (f) is prohibited by the Corporations Act from being a Director.

16.10 Compulsory Retirement

- (a) Subject to the Listing Rules and **Clause 16.10(b)**, at each annual general meeting the following Directors automatically retire and are eligible for re-appointment (and if not re-appointed, that retirement takes effect at the conclusion of that annual general meeting):
 - (i) one-third of the Directors or, if their number is not a multiple of 3, then the number nearest to but not exceeding one-third of the Directors (excluding Directors who retire by virtue of **Clause 16.6(b)**); and
 - (ii) any Director who, if that Director did not retire at that annual general meeting, would at the next annual general meeting, have held that office for more than 3 years.
- (b) **Clause 16.10(a)** does not apply to the Managing Director (or the first appointed Managing Director if there is more than one).

16.11 Identification of Rotating Directors

- (a) The Directors who are to retire by reason of **Clause 16.10(a)(i)** are those of the Directors the subject of that clause who have been in office the longest and, as between Directors who have been in office for an identical period, those to retire are (unless they otherwise agree among themselves) to be selected by lot.
- (b) Where a Director has previously vacated office, the length of time that that Director has been in office will be computed from the Director's last election or appointment by a general meeting.

16.12 Appointment at Annual General Meeting

At any annual general meeting at which a Director retires under **Clause 16.10**, the Company may by resolution fill the office vacated by appointing a person as Director.

16.13 Notice of Nomination of Directors

- (a) Except in the case of a Director retiring under **Clause 16.10** or a person recommended for appointment by the Directors, a person is only eligible to be appointed as a Director by resolution at a general meeting where the Company receives both:
 - (i) a nomination of the person by a member; and
 - (ii) a consent to nomination signed by that person.
- (b) A person recommended by the Directors to act as a Director must be nominated by a Director and the nomination must be accompanied by a consent to nomination signed by that person.
- (c) Notice of the name of each candidate for election to the office of Director must be given to all members at least 7 Business Days before the meeting at which the election is to be held.

16.14 Less than Minimum Number of Directors

Where the office of a Director becomes vacant, the continuing Directors may continue to act except where the number of Directors falls below the minimum number set by **Clause 16.5** or the Corporations Act, in which case the continuing Directors may act only:

- (a) to appoint Directors up to that minimum number;
- (b) to convene a general meeting of the Company; or
- (c) in an emergency.

16.15 Remuneration of Directors

- (a) The remuneration of the non-executive Directors will not:
 - (i) be more than the aggregate fixed sum which is determined by a general meeting, or until so determined, such sum as determined by the Directors; nor
 - (ii) be by way of a commission on, or percentage of, profits or operating revenue.
- (b) Subject to **Clause 16.15(a)**, the Directors will determine:
 - (i) the amount of remuneration, or the proportion of the aggregate fixed sum, to be paid, or applied for the benefit of, each non-executive Director; and
 - (ii) the proportions, timing, and the manner in which such remuneration will be paid or applied,

or until so determined, the non-executive Directors will be paid equally.
- (c) That remuneration will accrue from day to day.
- (d) The Company may also pay the Director's travelling and other expenses that they properly incur:
 - (i) in attending meetings of the Board or meetings of committees of Directors;
 - (ii) in attending general meetings of the Company; and
 - (iii) in connection with the Company's business.
- (e) If any of the Directors being willing shall be called upon to perform extra services or make any special exertions on behalf of the Company or the businesses of the Company, the Directors may remunerate such Director for such services or exertions, and such remuneration may be either in addition to or in substitution for their share in the remuneration provided for in clause 16.15(a)

17. POWERS AND DUTIES OF DIRECTORS

17.1 Powers of Directors

- (a) Subject to the Corporations Act, the Listing Rules and to any other provision of this Constitution, the business of the Company will be managed by or under the direction of the Directors.
- (b) The Board may exercise all the powers of the Company except any powers that the Corporations Act, the Listing Rules or this Constitution requires the Company to exercise in general meeting.

17.2 Power of Attorney

- (a) The Board may by power of attorney appoint any person to be an attorney of the Company for any purpose, with such powers authorities and discretions (not exceeding those vested in or exercisable by the Board under this Constitution), for such period and subject to such conditions as they think fit.
- (b) A power of attorney given under **Clause 17.2(a)** may contain such provisions for the protection and convenience of persons dealing with the attorney as the Board thinks fit and may also authorise the attorney to delegate any of the powers, authorities and discretions vested in him.

17.3 Interests of Directors

- (a) Subject to the provisions of the Corporations Act and to compliance with **Clause 17.3(b)**, no Director or proposed Director shall be disqualified by his office from entering into any contract, agreement or arrangement with the Company or from becoming or remaining a Director of any company in which this Company is in any way interested nor shall any such contract, agreement or arrangement or any other contract, agreement or arrangement entered into by or on behalf of or with the Company in which any Director is in any way interested either directly or indirectly be avoided, nor shall any Director who enters into any such contract agreement or arrangement or being a Director of such other company or being so interested be liable to account to the Company for any profits or remuneration realised by his so entering or being a Director of such other company or being so interested by reason of such Director holding office as a Director of this Company or of the fiduciary relation thereby established.
- (b) The nature of a Director's interest in any contract, agreement or arrangement must be declared by him so soon as practicable after the relevant facts have come to his knowledge, at a meeting of the Board unless the interest is not one that requires disclosure under the Corporations Act.
- (c) Subject to and in addition to any requirement of the Corporations Act and the Listing Rules, a Director who has a material personal interest in a matter that is being considered at a meeting of the Board (an **Interested Director**) shall not vote on the matter nor be present while the matter is being considered at a meeting nor be counted in a quorum during consideration of the matter unless:
 - (i) the interest is not required to be disclosed under the Corporations Act; or
 - (ii) the Board (other than the Interested Director) has at any time passed a resolution that identifies the Interested Director, the nature and extent of the Interested Director's interest in the matter

and its relation to the affairs of the Company and states that the Directors voting for the resolution are satisfied that should not disqualify the Interested Director from considering or voting or being present; or

- (iii) the Interested Director is otherwise entitled to vote or be present under the Corporations Act.
- (d) A Director may hold any other office or place of profit under the Company (except the office of auditor) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Board may determine.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

- (a) A meeting of the Board may be called or held by any means permitted by the Corporations Act including by using any technology consented to by all the Board. The Board may adjourn or otherwise regulate their meetings as they think fit.
- (b) A Board meeting may be called by any Director. The Company Secretary must on the requisition of a Director call a Board meeting.
- (c) Unless agreed otherwise by all Directors, 14 days notice of every Board Meeting must be given to each Director and to each Alternate Director (whether in Australia or not).

18.2 Voting

- (a) A resolution of the Board must be passed by a majority of votes cast by Directors entitled to vote on the resolution.
- (b) In the event that the number of votes cast in favour of a resolution is equal to the number of votes cast against the resolution, the chairperson has a casting vote.

18.3 Quorum at Board Meetings

Unless the Board determines otherwise, the quorum for a Board meeting is 3 Directors and the quorum must be present at all times during the meeting.

18.4 Chairing Board Meetings

- (a) The Board may elect a Director to chair their meetings. The Board may determine the period for which the Director is to be the chairperson.
- (b) The Board must elect a Director present to chair a meeting, or part of it, if:
 - (i) a Director has not already been elected to chair the meeting; or
 - (ii) a previously elected chairperson is not available, or declines, to act for the meeting or the part of the meeting.

18.5 Resolutions and Declarations

- (a) The Board may pass a resolution without a Board meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director signs.

19. MANAGING DIRECTOR

19.1 Appointment of Managing Director

The Board may appoint one or more of themselves to the office of Managing Director for the period, and on the terms (including as to remuneration), as the Board sees fit.

19.2 Termination of Appointment

A person ceases to be Managing Director if that person ceases to be a Director.

19.3 Power to Revoke or Vary

The Board may revoke or vary:

- (a) an appointment of; or
- (b) any of the powers conferred on,

the Managing Director.

19.4 Remuneration of Managing Director and Executive Directors

A Managing Director or Executive Director is (subject to the terms of any agreement entered into in a particular case) entitled to receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors determine but, if the Company is Listed, that remuneration must not include a commission on or percentage of operating revenue.

19.5 Managing Director's and Executive Directors' powers

The Board may at any time, on such terms and conditions and with such restrictions, as they think fit:

- (a) confer on a Managing Director or an Executive Director any of the powers exercisable by them, and any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors; and
- (b) withdraw or vary any of those powers.

20. SECRETARY

A Company Secretary holds office on the terms and conditions (including as to remuneration) that the Board determines.

21. EXECUTION OF DOCUMENTS

21.1 Execution of Documents without Common Seal

The Company may execute any document (including a deed or a negotiable instrument) without using a common seal if the document is signed by:

- (a) 2 Directors; or
- (b) a Director and a Company Secretary; or
- (c) any person authorised in Writing by the Company or the Board to execute the document.

21.2 Execution of Documents with Common Seal

The Company may execute any document (including a deed or a negotiable instrument) by using a common seal if the seal is fixed to the document and the fixing of the seal is witnessed by:

- (a) 2 Directors; or
- (b) a Director and a Company Secretary.

22. INSPECTION OF BOOKS

The Board, or the Company by a resolution passed at a general meeting, may authorise a member to inspect Books of the Company but unless a member is so authorised, the member does not have the right to do so.

23. DIVIDENDS AND RESERVES

23.1 Declaration of Dividends

- (a) Subject to the Corporations Act, this Constitution and the Listing Rules, the Board may determine that a Dividend is payable and fix:
 - (i) the amount;
 - (ii) the time for payment; and
 - (iii) the method of payment.

The methods of payment may include the payment of cash, the issue of shares, the grant of options and the transfer of assets.

- (b) When paying a Dividend, the Board must follow any time limits set by ASX.

- (c) The persons entitled to be paid a dividend will be:
 - (i) in the case of uncertified holdings of shares, those persons so entitled in accordance with the ASX Settlement Operating Rules; and
 - (ii) in the case of certificated holdings of shares, persons who are the registered holders of the shares at the time and date fixed for determining entitlements to dividends in accordance with **Clause 23.1(a)**.

23.2 Interest on Dividends

Interest is not payable on a Dividend.

23.3 Reserves

- (a) The Board may, before declaring any Dividend, set aside out of the profits of the Company such sums as they think proper as reserves, which may be applied for meeting contingencies, or for equalising Dividends, or for any other purpose to which the profits of the Company may be properly applied.
- (b) Pending any such application, the reserves may be used in the business of the Company or be invested in such investments (other than shares of the Company) as the Board thinks fit.
- (c) The Board may carry forward any profits remaining which they consider ought not to be distributed as Dividends without transferring those profits to a reserve.

23.4 Deductions from Dividends

The Board may deduct from any Dividend payable to a member any sum of money presently due and payable by the member to the Company on account of calls in relation to shares of the Company.

23.5 Effect of Dividends on Transfer of Shares

Subject to the ASX Settlement Operating Rules, a transfer of shares registered after the relevant Record Date for a dividend but before the dividend is paid will not pass the right to the dividend.

23.6 Payment by Cheque

- (a) Any Dividend payable in cash in respect of a share may be paid by:
 - (i) cheque sent through the post directed to:
 - (A) the address of the holder as shown in the Register of Members, or in the case of joint holders, to the address as shown in the Register of Members as the address of the joint holder first named in the Register of Members; or
 - (B) such other address as the holder directs or joint holders direct in Writing;

- (ii) electronic funds transfer to an account nominated by a member and, in the case of joint holders, to an account nominated by and in the name of the joint member named first in the Register of Members; or
 - (iii) in any other manner as the Board, from time to time, determines.
- (b) Any one of two or more joint holders may give effectual receipt for any Dividends or other money payable in respect of the shares held by them as joint holders.

23.7 Transfer of Assets

The Board may direct that a Dividend be paid, in whole or in part, by way of a distribution of assets (including securities), to some or all of the members and may do all things necessary to give effect to such a direction, including fix the value attributed to such assets, make a cash payment to a member to adjust the value of a Dividend.

23.8 In Specie Distributions

Where a Dividend is to be paid, or the capital in the Company reduced, by way of a distribution of shares or other securities in a body corporate other than the Company, each member of the Company is deemed to have:

- (a) consented to become a member of that body corporate;
- (b) agreed to be bound by the constitution (if any) of that body corporate; and
- (c) appointed the Company and each of the Directors, jointly and individually, as its attorney to execute and, to the extent required by law, lodge any documents and do any other thing on its behalf that is necessary to effect to the distribution of shares or other securities to that member.

23.9 Establishment of Plans

- (a) Subject to the Corporations Act and the Listing Rules, the Directors may resolve to establish, vary, suspend or terminate a Plan or Plans and may do all things necessary to give effect to such resolution.
- (b) A Plan means any one or more of the following plans:
 - (i) a plan under which dividends may be paid to members by way of an issue of securities in the Company;
 - (ii) a plan under which members may elect to forgo an entitlement to dividends and receive and receive an issue of securities in the Company.

24. CAPITALISATION OF PROFITS

24.1 Company may Capitalise

Subject to the Corporations Act and the Listing Rules, the Board may determine that profits are to be capitalised. The capitalisation need not be accompanied by the issue of shares.

24.2 Proportional Entitlement

The amount capitalised must be applied for the benefit of members in the proportions in which the members would have been entitled to Dividends if the amount capitalised had been distributed as a Dividend.

25. NOTICES

25.1 Notices

Notices are to be given in accordance with the Corporations Act and the Listing Rules.

25.2 Documents sent to Members

The Company must give ASX a copy of any document it sends to a class of members, including:

- (a) notices of meetings;
- (b) letters; and
- (c) financial reports.

25.3 Notice to Joint Members

Notice to joint members must be given to the joint member named first in the Register of Members.

25.4 When Notice by Post or Fax is Given

A notice of meeting sent by post is taken to be given 3 days after it is posted. A notice of meeting sent by fax, or other electronic means, is taken to be given on the business day after it is sent.

26. WINDING UP

26.1 Distribution of Assets

Without prejudice to the rights of the holders of shares issued upon special terms and conditions and subject to this Constitution, if the Company is wound up any assets available for distribution among the members must be applied firstly in repayment of all capital paid up on the shares at the commencement of the winding up, provided:

- (a) if the assets available for distribution are less than the paid up capital at the commencement of the winding up, the shortfall will be borne by the members in proportion to the percentage of capital paid up on their shares at the commencement of the winding up; and
- (b) if the assets available for distribution are more than the paid up capital at the commencement of the winding up, the excess will be paid to the members in proportion to the percentage of capital paid up on their shares at the commencement of the winding up.

26.2 Powers of Liquidator

- (a) If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company divide among the members in kind the whole or any part of the assets of the Company and may for that purpose set such value as the liquidator deems fair upon any property to be divided and may determine how the division is to be carried out as between the members or different classes of members.
- (b) The liquidator may, with the sanction of a special resolution, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no member will be compelled to accept any shares or other securities in respect of which there is any liability.

26.3 Commissions Payable to Liquidator

Subject to the Law and to this Constitution, any Director or liquidator may receive such commission on the proceeds of the sale or liquidation of the Company or any of the Company's assets as the Company in general meeting may decide.

27. INDEMNITY AND INSURANCE

To the extent permitted by law, the Company may enter into an agreement or deed with:

- (a) a Relevant Officer; or
- (b) a person who is, or has been an officer of the Company or a subsidiary of the Company,

under which the Company must do all or any of the following:

- (c) keep Books of the Company and allow either or both that person and that person's advisers access to those Books on the terms agreed;
- (d) indemnify that person against any Liability of that person;
- (e) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
- (f) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or party of the premium for the contract of insurance).

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*Updated for Company Name change (only) to Magnis Resources Limited on effect from 22 September 2014 after Shareholder Approval to Change name at the 2014 AGM. The Constitution of the Company was amended to reflect the change of name of the Company by changing references to **Uranex Limited** in the Constitution to **Magnis Resources Limited**.*

*Updated for Company Name change (only) to Magnis Energy Technologies Ltd in effect from 5 November 2018 after Shareholder Approval to Change name at the 2018 AGM. The Constitution of the Company was amended to reflect the change of name of the Company by changing references to **Magnis Resources Limited** in the Constitution to **Magnis Energy Technologies Ltd***

Amended with effect from 30 November 2023 after Shareholder Approval to changes to clauses 16.15 (by inserting subclause (e)) and 13.7 (by replacing clause 13.7 with new clauses 13.7.1 and 13.7.2.) after Shareholder approval at the 2023 AGM.